IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO. 2158 OF 2003
IN
SUIT NO. 2161 OF 2003

Shri Kishore Bharmani & Anr. ..Plaintiffs.

Versus

Smt. Vimala B. Kedia & Anr. ..Defendants.

Mr. V.P.Vaze for the Plaintiffs.

None for the Defendants.

CORAM : S. J. VAZIFDAR, J.
DATED : 18TH NOVEMBER,2005.

P.C.:

1. The suit is filed to recover an amount of Rs. 5,44,500/- together with interest at 12% per annum on Rs.3,00,000/-.

2. The defendant No.1 had executed a promissory note. The defendant No.1 also issued a cheque towards part payment. The cheque issued by defendant No.1 towards repayment of the amounts lent and advanced by the plaintiff has been dishonoured.

3. Defendant No.1 had also created an acquitable in mortgage in respect of a shop premises by delivering the original share certificate to the plaintiffs.There is no affidavit-in-reply. Defendant

No. 2 appears to be in possession of the suit premises. The plaintiff is unaware about the arrangement between defendant No.1 and defendant No.2 in this regard.

4. There is no affidavit in reply by either of the defendants. In the circumstances, notice of motion is made absolute in terms of prayer clause (d).

5. Till the Court Receiver takes possession, there shall also be an order in terms of prayer clause (a).

6. Notice of motion is accordingly disposed of.

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